

AO 120 (Rev. 08/10)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Southern District of New York on the following

☒ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO. 16-cv-04027-VEC	DATE FILED 5/31/2016	U.S. DISTRICT COURT Southern District of New York
PLAINTIFF eos Products, LLC		DEFENDANT Nate Packaging, LLC a Vermont Limited Liability Company
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 See Attached Sheet		See Attached Sheet
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK
1 See Attached Sheet	See Attached Sheet
2	
3	
4	
5	

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT COPY ATTACHED:
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CLERK Ruby J. Krajick	(BY) DEPUTY CLERK s/J. Kertes	DATE 6/13/2016
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

EOS PRODUCTS, LLC, a New York
Limited Liability Company,

Plaintiff,

v.

NATE PACKAGING, LLC, a Vermont
Limited Liability Company,

Defendant.

Civil Action No. 1:16-cv-4027
ECF Case

**NOTICE OF VOLUNTARY DISMISSAL
WITHOUT PREJUDICE PURSUANT TO FED.
R. CIV. P. 41(a)(1)(A)(i)**

Plaintiff eos Products, LLC hereby gives notice, pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, that the parties have resolved this matter and that Plaintiff voluntarily dismisses its claims against Defendant without prejudice.

Dated: June 10, 2016
New York, N.Y.

Respectfully submitted,

JONES DAY

/s/ John J. Normile

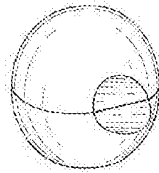
John J. Normile
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Washington, D.C. 20001-2113
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jfroemming@jonesday.com
tastitt@jonesday.com

Counsel for Plaintiff eos Products, LLC

United States of America

United States Patent and Trademark Office



Reg. No. 4,824,682

Registered Oct. 6, 2015

Int. Cls.: 3 and 5

TRADEMARK

PRINCIPAL REGISTER

THE KIND GROUP, LLC (NEW YORK LIMITED LIABILITY COMPANY)
307 FIFTH AVENUE, 5TH FLOOR
NEW YORK, NY 10016

FOR: LIP BALM; NON-MEDICATED LIP CARE PREPARATIONS; NON-MEDICATED LIP PROTECTORS, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 3-1-2009; IN COMMERCE 3-1-2009.

FOR: MEDICATED LIP BALM, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 8-17-2010; IN COMMERCE 8-17-2010.

PRIORITY CLAIMED UNDER SEC. 44(D) ON CHINA APPLICATION NO. 11978866, FILED 12-31-2012.

PRIORITY CLAIMED UNDER SEC. 44(D) ON CHINA APPLICATION NO. 11978867, FILED 12-31-2012.

OWNER OF U.S. REG. NOS. 3,788,970 AND 3,788,971.

THE MARK CONSISTS OF A THREE-DIMENSIONAL CONFIGURATION OF THE PACKAGING FOR THE GOODS. THE CONFIGURATION IS COMPRISED OF AN OVOID WITH AN INDENTED PORTION ON ONE SIDE AT THE MIDPOINT OF THE CIRCUMFERENCE.

SEC. 2(F).

SER. NO. 85-974,868, FILED 7-1-2013.

KATHERINE CHANG, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM3721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Kind Group, LLC		01/01/2016	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	EOS Products, LLC		
Street Address:	19 West 44th Street, Suite 811		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4824682		
Registration Number:	3788971		
Registration Number:	3788970		
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	832-239-3786		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Anna E. Raimer		
Address Line 1:	Jones Day		
Address Line 2:	222 East 41st		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	989293-740002		
NAME OF SUBMITTER:	Anne E. Raimer		
SIGNATURE:	/Anna E. Raimer/		
DATE SIGNED:	02/05/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 1, 2016, is made by THE KIND GROUP, LLC, a New York limited liability company, with a principal place of business located at 19 W. 44th Street, Suite 811, New York, NY 10036 ("Assignor") and EOS PRODUCTS, LLC, a New York limited liability company, with a principal place of business located at 19 W. 44th Street, Suite 811, New York, NY 10036 (the "Assignee").

WHEREAS, Assignee and Assignor are affiliates;

WHEREAS, Assignee is desirous of acquiring the trademarks listed in Exhibit A hereto and all registrations and applications therefor (collectively, the "Marks"); and

WHEREAS, Assignor is desirous of transferring the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of its right, title, and interest in and to said Marks, including, without limitation, the trademarks and the trademark registrations and applications therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Recording of Assignments. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent, as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Further Assurances; Power of Attorney. Assignor agrees that, upon request, it will, at Assignee's expense for any reasonable costs incurred, promptly furnish all necessary documentation relating to or supporting chain of title and confirming Assignee's ownership of all right, title, and interest in and to the Marks, and sign and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Marks in Assignee, its successors and assigns. In the event Assignor fails to execute such documentation after a reasonable amount of time, Assignor hereby appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor and to execute and record as its attorney-in-fact such transfer documentation.

4. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Headings. The headings in this Agreement and in the schedules annexed hereto are inserted for convenience only and shall not control or affect the meaning of any of the provisions hereof.

(c) Severability. If any covenant contained in this Agreement is deemed to be unenforceable in whole or in part for any reason including, but not limited to, by reason of being too broad, or covering too long a period of time, then the same shall be deemed to apply only to the extent allowed by law including, but not limited to, the maximum coverage, or longest period of time, as the case may be, as will not render it unenforceable.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signature pages transmitted by facsimile or other electronic means shall be deemed to be originals thereof.

(e) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective permitted successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

THE KIND GROUP, LLC

By: 

Name:

Title:

Date:

Jonathan Teller
Managing Partner
2/4/16

EOS PRODUCTS, LLC

By: 


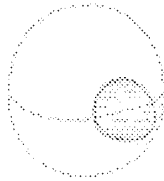
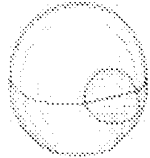
Name:

Title:

Date:

Sanjiv Mehra
Managing Partner
2/4/16

SCHEDULE A

Country	Mark	App No. Reg. No.	App Date Reg. Date	Status
U.S.		85/974,868 4,824,682	July 1, 2013 October 6, 2015	Registered
U.S.		77/978,761 3,788,971	March 4, 2009 May 11, 2010	Registered
U.S.		77/978,753 3,788,970	March 4, 2009 May 11, 2010	Registered